

Giles County Government

TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS

Location: Giles County, Tennessee

Date: 09.21.2026 / Time: 5:00 pm

I. Preliminaries

- a. Call to order by the Chairman / Roll Call
- b. Meeting opened by Sheriff
- c. Prayer and Pledge
- d. Agenda Concurrence
- e. Approval of Minutes of the August 17, 2026, Regular Session of the Giles County Legislative Body
- f. Public Comment

II. County Executive and Department Head Reports

- a. County Executive - Knox Vanderpool
- b. EDC Director - Phil Reese
- c. EMS Director - Walter Daugherty

III. Elections:

- a. Chairman
- b. Chairman Pro Tem
- c. Chaplain
- d. Notaries Public at Large
Renewals: Gina W. Ament, Ann Basinger, Steve Bledsoe, Tammy Gordon, Tommy Hyatt,
David L. Miller, Tony Risner
New: Lauren Alexandra Reed, Kimerly Miller Smotherman, LaTasha Talley
- e. Committee Assignments:
Budget, Legislative, **School**, Audit, **Insurance**, Law Enforcement/ Safety, **Emergency Services**,
Environmental, **Public Services**, Building/ Property, **Highway**
- f. **Election of Chairman, Vice-Chairman, & Recording Secretary of Committees**

IV. Elections/ Appointments of Additional Boards & Commissions:

- a. County Attorney (Nominated by CLB)
Suspend Rules to Allow CA Candidates to Speak (5 min each)
- b. FMC (Nominated by CLB)
- c. EDC
- d. RPC
- e. Water Alliance
- f. Agri-Park
- g. Ag-Extension
- h. Opioid Board
- i. Giles County Water Alliance
- j. Public Records Commission
- k. Beer Board
- l. Medical Examiner
- m. County Historian

*Note: The Chair will ensure time for public comment at the commencement of open discussion / prior to voting.
Members of the public are limited to 5 minutes duration, remaining time may not be transferred to another individual.*

Giles County Government

V. Reports

- a. Giles County Finance Director for July, 2026, Including the following: Giles County General Fund, Drug, Probation, Highway, School General, School Federal, School Food Service, Debt Service, General Capital Project, Education Capital Projects, Education Capital #2, Other Capital Projects.
- b. Comptroller Acknowledgement of receipt of Certified Copy of the Fiscal Year 2027 Budget
- c. Rules Of Order

VI. Contract, Agreements, & Grants

- a. GCBOE - State & Local Cyber Security Program - FY ending June 30, 2027.

VII. Amendments & Resolutions

- a. 2026-58 Authorizing the Amendment of the 2026-2027 Budget, General Purpose School Fund 141
- b. 2026-59 Authorizing Resolution for the Approval of Surety Bonds for other County Officials & County Employees Required to Have Bonds
- c. 2026-60 Authorizing Resolution for the Approval of Surety Bonds for other County Officials & County Employees Required to Have Bonds - Office of the Trustee - Tony Risner.

VIII. Unfinished Business

IX. New Business

X. Public Comment

XI. Announcements

XII. Adjournment

Respectfully Submitted this 14th day of September 2026

Whitney W. Kimbrough

Giles County Clerk

Note: The Chair will ensure time for public comment at the commencement of open discussion / prior to voting. Members of the public are limited to 5 minutes duration, remaining time may not be transferred to another individual.

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE
FOR THE MONTH ENDING JULY 2026

FUND	BEGINNING CASH BALANCE	RECEIPTS	DISBURSEMENTS	TRUSTEE'S COMMISSION	ENDING CASH BALANCE
101 GENERAL	10,493,555.11	798,169.48	2,781,475.63	6,715.68	8,503,533.28
122 DRUG	146,409.32	3,480.80	26,763.00	34.81	123,092.31
128 PROBATION FUND	27,499.22	-	-	-	27,499.22
131 HIGHWAY	2,354,526.65	319,241.25	366,251.26	2,857.10	2,304,659.54
141 SCHOOL GENERAL	9,214,927.44	2,164,816.90	2,085,986.66	11,956.32	9,281,801.36
142 SCHOOL FEDERAL	522,653.94	198,499.55	50,539.68	-	670,613.81
143 SCHOOL FOOD SERVICE	1,221,957.01	308,253.48	65,392.47	-	1,464,818.02
151 DEBT SERVICE	1,251,114.93	18,868.11	-	188.68	1,269,794.36
171 GENERAL CAPITAL PROJ	8,872,908.09	25,526.36	17,600.00	255.26	8,880,579.19
177 EDUC CAPITAL PROJ	109,174.58	-	-	-	109,174.58
178 EDUC CAPITAL #2	1,859,160.62	-	-	-	1,859,160.62
189 OTHER CAPITAL PROJ	5,124,698.49	159,374.99	-	1,593.76	5,282,479.72
TOTALS	41,198,585.40	3,996,230.92	5,394,008.70	23,601.61	39,777,206.01

Respectfully submitted,

Beth Moore-Summers, Finance Director



Jason E. Mumpower
Comptroller

August 17, 2026

Honorable Graham Stowe, County Executive
and Honorable Board of Commissioners
Giles County
222 West Madison Street
Pulaski, TN 38478-0678

Dear Executive Stowe and Board of Commissioners:

This letter acknowledges receipt of a certified copy of the fiscal year 2027 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met – our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be uploaded to our online portal for formal acknowledgement after they are approved by the local governing body: meet & budget submission.

This letter constitutes approval, by this office, for the County's fiscal year 2027 budget as adopted by the County Commission.

Budget Considerations

During our review of the budget we identified the following item for your attention.

Structurally Balanced Budget

A budget is structurally balanced when recurring revenues that can reasonably be expected each year are sufficient to support recurring expenditures required for normal governmental operations. The General Purpose School Fund and Highway/Public Works Fund are budgeted to use fund balance to finance recurring expenditures. Reliance on fund balance for recurring expenditures is not a sustainable long-term financial strategy.

We recommend that the governing body work with finance staff and the Board of Education, as applicable, to reduce reliance on fund balance and adopt future budgets that provide sufficient recurring revenues to support recurring expenditures.

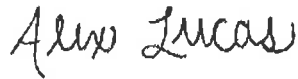
August 17, 2026
Giles County

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Alex Lucas, at 615.401.7938 or Alex.Lucas@coltn.gov.

Sincerely,

Handwritten signature of Sheila A. Reed in black ink.

Sheila Reed, Director
Division of Local Government Finance

Handwritten signature of Alex Lucas in black ink.

Alex Lucas, Financial Analyst
Division of Local Government Finance

cc: Ms. Beth Moore-Sumners, Budget Director

SR: al



**RULES
OF
ORDER**
OF THE GILES
COUNTY TN
COMMISSION

ADOPTED AS
AMENDED 16
SEP 2024

RULE I - BOARD SESSIONS

1.1 The County Commission shall meet on the third Monday of each month except for June which will be on the last Thursday of the month. Should the third Monday fall on a legal holiday, the Chairman or Clerk shall adjourn the Board over until the following day, making proper records on the minutes.

1.2 The County Commission shall meet at 5:30pm for the months April through September and 9:00am for the months October through March.

? Opt 1.) - Split 5:30pm & 9:00am

? Opt 2.) - All 9:00am

? Opt 3.) - All 5:30pm

? Additional Motion

RULE II - ORDER OF BUSINESS

- (a) Call to order by the Chairman / Roll Call
- (b) Meeting opened by Sheriff
- (c) Prayer and Pledge
- (d) Agenda Concurrence(+)
- (e) Minutes of previous meeting
- (f) EDC Update
- (g) Public Comments
- (h) The Chairman may present any recommendations, communications and reports to the Board
- (i) Elections
- (j) Report of County Officials, Boards and Committees and immediate action thereon by the Board of Commissioners
- (k) Unfinished Business
- (l) New Business
- (m) Public Comment (+)
- (n) Announcements
- (o) Adjourn

RULE III - CHAIRMAN, PRO-TEM

3.1 The Commissioners at their September meeting, and annually thereafter, shall elect a Chairman and a Chairman Pro-Tem. The Chairman may, if so elected by the Commissioners, be the County Executive Officer and the Chairman Pro-Tem shall be elected from the members of the Board. In the absence of the Chairman, the Chairman Pro-Tem shall preside, and his/ her duties shall be the same as those of the Chairman insofar as the meeting of the Board is concerned.

RULE IV - DECORUM OF COMMISSIONERS

4.1 If any Commissioner refuses to be in order, the Chairman shall have the right to call upon the Sheriff or any officer waiting upon the meeting to seat such Commissioner, and if such Commissioner refuses to be seated, or to come to order, the Chairman shall have the right to declare such Commissioner in contempt and order this detention, and such Commissioner declared in contempt cannot be reinstated until he has made public apology in open session to the remaining Commissioners and the same has been accepted by them.

4.2 The Chairman has the right to ask the Sheriff to remove unruly spectators.

4.3 No Commissioner shall be recognized, or his vote counted except he is at his seat. Commissioners absenting themselves from the meeting with permission of the Chairman shall not be allowed a per diem.

RULE V - ADDRESSING MEETINGS

5.1 Any Commissioner wishing to address the meeting shall address the Chairman or Chairman Pro-Tem as Mr./Madam Chairman, and no Commissioner shall proceed to speak until recognized by the Chairman.

RULE VI - SPEAKING

6.1 With the exception of a committee chair, no commissioner shall speak more than once for not more than ten minutes until all of the commissioners desiring to speak shall have had an opportunity to do so. After all commissioners that so desire have spoken, any commissioner that has previously spoken may then speak for an additional three minutes.

6.2 A committee chair shall have the right to speak as often as recognized by the Chair.

RULE VII - ADDRESSES BY PERSONS OTHER THAN COMMISSIONERS AND ELECTED OFFICIALS:

7.1 The Chairman may call upon other elected officials or department heads at any time to brief the Commission on agenda business or answer commissioner questions.

7.2 During the public comment portion of the meeting, any Giles County citizen shall be allowed to speak on any agenda item listed for the current meeting. For the sake of public record, those speaking shall sign the speaking log found at the lectern. **Individual citizens making public comments shall be limited to five (5) minutes duration; any remaining time may not be transferred to another individual.**

7.3 Legal names (first and last) are required before speaking at committee and subcommittee meetings to properly identify the person speaking within the meeting minutes.

When asked, if the speaker does not provide their legal name, they shall not be recognized by the Chair, and anything they say will be stricken from the record.

RULE VIII - QUORUM AND VOTING

8.1 A quorum shall be a majority of the legally constituted legislative body. This body being composed of 21 Commissioners, if 11 Commissioners are present they may proceed to conduct lawful business.

8.2 A majority of the Commission's 21-member body (i.e. 11 votes), and not merely a majority of the quorum in attendance, shall be required in making all decisions coming before the Commission in regular or special sessions. Likewise, decisions requiring a 2/3 super-majority shall require 14 votes for passage.

8.3 If the Commission is equally divided 10-10 upon any question coming before them upon which they may lawfully act, then and only then, the County Executive serving as Chair may cast a deciding 11th vote.

8.4 If the person serving as Commission Chair is a regular member of the county legislative body, such person may not break a tie vote in the capacity of Chair, but may cast a vote in the first instance as a regular member of the body.

RULE IX - MOTIONS TO TABLE

9.1 When any resolution or motion has been presented to the Board, and amendment or amendments to the same have been offered, and after such amendments a motion to table is made, such motion to table shall not take with it the original resolution or motion.

9.2 All discussion must cease after a motion to lay on the table is made and such motion has been properly seconded, except that the proposer of the resolution may speak to the subject. A vote must be had immediately on such motion to lay on the table.

RULE X - SPEAKING TO BOARD BY CHAIRMAN

10.1 Should the Chairman of the Board desire to speak upon any subject he/she shall have the right to do so, provided he/she shall designate some member of the Board to act as Chairman Pro-Tem. The same rules that apply to members of the Board when speaking shall apply to the Chairman. However, this rule shall not preclude the Chairman from answering questions concerning the subject, or from expressing his/her views thereon.

RULE XI - ELECTIONS

11.1 When an officer is to be elected or appointed by the Board or a vacancy filled, it is the duty of the Board to hold an open election admitting all citizens the privilege of offering

candidates, except such as are prohibited by the constitution or law of the state. If a majority vote of eleven (11) votes is not received, then the candidate with the least number of votes shall be disqualified and the two (2) remaining candidates shall continue until one receives a majority vote of eleven (11) votes.

11.2 All elections shall be by a roll call vote.

RULE XII - VOTING

12.1 All election, budget appropriations, and resolutions shall be decided by a roll call vote, by machine or the Clerk calling the roll.

12.2 For all other motions the Chair may use discretion in determining the voting method in accordance with Robert's Rules. However, if a roll call is called for by five (5) or more Commissioners it shall be so ordered by the Chair.

RULE XIII - RESOLUTIONS AND AMENDMENTS

13.1 All proposed resolutions or amendments shall be reduced to writing and be filed with the Clerk before the same can be entertained by the Commission. Unless a resolution or amendment is time-critical they shall first be considered through the appropriate committee before being added to the full Commission agenda.

13.2 To ensure adequate public notice and agenda consideration for the next scheduled full Commission meeting, Committee Chairs and Department Heads must forward agenda items to the Commission Chair and County Clerk at least **ten (10) calendar days** prior to the scheduled meeting. Proposed resolutions and amendments shall be submitted to the Clerk at least seven **(7) calendar days** prior, thus ensuring the Clerk can include those materials in commissioner packets. Reference **TCA 8-44-110** for Public notice requirements.

13.3 All approved resolutions must be filed in duplicate and signed by a Commissioner. Upon the filing of an approved resolution, the Clerk will immediately forward the duplicate thereof to the Chairman and mail a copy of the same to all Commissioners with his report.

13.4 The sponsor of proposed resolutions shall bring it before the full Commission. If the sponsor is unavailable to present the resolution, any Commissioner may present it to the Commission.

RULE XIV - REPORTS

14.1 The reports of all administrative boards and Commissioners for the next proceeding quarter shall be in the hands of the Clerk in duplicate five (5) days before the Board meets. The Clerk shall promptly transmit a copy to the Chairman. The Clerk will keep a record showing the filing of said reports and the time thereof. A copy shall be sent to each Commissioner at the

close of business on the 5th day next proceeding the next Board session. No report shall be read in open session, but the maker thereof shall be at the meeting for examination thereon.

RULE XV - COMMITTEES

15.1 Protocols

- a. Committee Chairs will convene meetings, defaulting to the following guidelines as closely as practically possible:
 - i. **Committees related to Finance & Administration will convene at 9am on the first Thursday of the month (Starting November 2026) following BoE meetings.** Finance & Administration agendas will include that month's business relating to **Audit, Budget, Insurance, Legislative, and School committees.**
 - ii. **Committees related to Public Safety will convene at 9am on the first Monday** of each month. Public Safety agendas will include that month's business relating to **Emergency Services, Environmental, Law Enforcement and Public Service** committees.
 - iii. **Committees related to Infrastructure will convene at 9am on the First Tuesday** of each month **(swapping RPC to Second Tuesday).** Infrastructure agendas will include that month's business relating to **Building/Property and Highway committees,** along with other county business that may relate to infrastructure.
 - iv. **Committee Chairs shall coordinate their meeting times with cognizant department heads and the County Executive to ensure these scheduling parameters do not conflict with other county government business.**
 - v. **The above three meeting blocks will be set aside on the county calendar. If there is no business that merits a meeting, that month's meeting may be canceled if agreed upon by the committee chairs and County Executive.**
- b. The Chair of the committees may enter discussion and vote as a member of the committee. A committee may be called together by a majority of the members if the Chair is absent or declines to specify a meeting date. **The County Executive may, when deemed necessary in the interest of the County, call a special meeting of any committee after having first advised the committee chair.**
- c. In the absence of a committee member from a representative district, the district members who are present may appoint a substitute commissioner from the same district.
- d. Committees will commence at the time of the publicized agenda, starting with a prayer and pledge to the American flag.
- e. Committee Chairs will ensure committee concurrence with the agenda prior to conducting business.
- f. Committee Chairs will ensure a period of public comment prior to voting on any issue.

15.2 Committee Elections

- a. WHEREAS, this Legislative Body finds that it would be more appropriate for all committees to be appointed by the Giles County Commission as the elected governing

body, including those provided by statutory enactment to be elected by the Board, with said appointments by the Legislative Body serving the best interests of the constituents of each voting district and of Giles County citizenry in entirety. The process by which committees are to be nominated and selected will be determined by the commission and shall be as follows:

b. If the members of the district cannot decide on a member to serve on the committee, a two-year term would apply when the individual has already served on the committee. The two-year term shall require a commissioner to step down from that committee after two years but does not require the commissioner to serve two years on a committee. If the members of the district still cannot decide on a member to serve on the committee and the two-year term does not apply, the decision shall be voted on by the full Legislative Body of Giles County, with the winning candidate receiving at least majority vote (11 votes). If a majority vote is not received then the candidate with the least number of votes shall be disqualified and the two (2) remaining candidates shall continue until one receives a majority vote.

c. **In the selection of committees**, each committee shall have at least one member from each of the seven (7) districts. Members from each district shall decide on what committees individual members from that district shall sit.

d. If such committee assignments from a district do not receive majority vote then the Legislative Body shall set the assignments during the same meeting.

e. Each committee shall be voted on separately by the Legislative Body of Giles County, Tennessee regarding selections to the committee and assignments to the standing committees.

f. After each standing committee is established, **said committee shall elect, by majority vote, a Chairperson, Vice Chairperson and a Recording Secretary.**

g. The Chairman of any standing Committee shall have the authority to create an Ad-Hoc committee for necessary and related activities on behalf of the standing committee. The Ad-Hoc committee shall consist of a number less than one-half (1/2) of the standing committee number and must be given a specific mandate for its purpose. Additionally, the chairman of the standing committee, upon appointing the Ad-Hoc committee, shall impose a time limit for its existence to perform the specific mandate. The Ad-Hoc members shall receive the same monetary compensation as members of the standing committee when it meets to conduct its work. It shall be the responsibility of the standing committee chairman to report the Ad-Hoc committee meetings for the appropriate compensation.

h. The commission must appoint committee members at the September meeting. **Following an election year, all committees will begin a new term with the two-year rule not applying until two years have been served by the commissioner.** The Clerk shall be furnished with the names of the members of such committees and such names shall appear in the minutes of the meeting. The Clerk shall furnish the commissioners with a list of the committee members.

i. Any and all committee vacancies shall be filled in a like manner by the **Legislative Body** with appointment and announcement of the new committee member at the next regularly scheduled meeting of the Body. Also, in case of a vacant seat in the

commission, all three commissioners including the newly appointed one will get together as a group and decide the committee assignments. The newly appointed member will not automatically assume the old members committee assignments.

j. **The life of the committees shall run from the 3rd Monday of September until the following year on the 3rd Monday of September. The life of any committee shall be for not more than one (1) year.**

15.3 Commission Notifications & Minutes

- a. Full Commission meetings and its minutes will be filed with the County Clerk's office. The Clerk will promptly transmit a copy to the County Executive and to the Budget Office. **The Clerk will notify all Commissioners by mail or electronic means of said notifications and minutes of meetings at least five (5) days prior to the meeting.**
- b. It will also be the duty of the County Clerk's office to maintain all committee minutes in such a manner that the records shall always, during normal business hours, be available for public inspection. **Committee Chairs will coordinate commission notifications of their meetings through the Office of the County Executive.**

RULE XVI - AMENDMENTS TO RULES

16.1 **None of the foregoing rules of order shall be amended or revised except by affirmative vote of two-thirds (2/3) of the members of the Board.** However, a 2/3 consent asked for and granted shall take precedence and the Board shall have the right to proceed in accordance with the 2/3 consent and may suspend the rules.

16.2 When making a motion to suspend the rules, the motion must include the rule being suspended and the topic being allowed to be discussed during the suspension. Other topics not included in the original suspension of rules motion will not be allowed to be discussed.

16.3 The existing local rules become the temporary rules of the newly elected commission until the new commission acts. The new commission has 90 days after it convenes to formally adopt its local rules for the new term by a majority vote to make changes to the rules. Any future changes after this time require a 2/3 vote. Public Chapter 599

RULE XVII - ROBERT'S RULES OF ORDER

17.1 In the absence of a rule upon any subject not specifically provided for in these rules, the Board will be governed by Roberts' Revised Rules of Order.

RULE XVIII - REQUIRED REPORTS

18.1 County Officials, Boards and Committees required to make quarterly reports to the Board are as follows: County Executive, Superintendent of Schools, Highway Commissioner and

Health Department. All other Boards and Committees shall make an annual report at the July term of the Board.

RULE XIX - ELECTIVE OFFICES AND COMMITTEES

County Officers, Boards and Committees **to be elected** by the Commission are as follows:

19.1 **Agricultural Committee, County Attorney, Beer Board, Medical Examiner, Equalization Board, County Historian, Library Board, Regional Library Board and Veteran Service Officer.**

19.2 **The elective process for the County Attorney is as follows:** Candidates are allowed a presentation of their qualifications for up to five (05) minutes, followed by the availability of questions put by the Commission. The election shall be held at the conclusion of all presentations. If a majority vote of eleven (11) votes is not received, then the candidate with the least number of votes shall be disqualified and the remaining candidates shall continue until one receives a majority vote of eleven (11) votes. **See also Private Act**

RULE XX - APPOINTIVE OFFICERS AND COMMITTEES

20.1 Committees **to be appointed** by the Commissioners are as follows: School, Highway, Law Enforcement/Safety, Public Service, Environmental, Emergency Services, Budget, Audit, Legislative, Building Committee, County Financial Management Committee and Insurance Committee.

RULE XXI - CHARITABLE AND NON-PROFIT ORGANIZATIONS

21.1 Giles County will adhere to all rules set for in **Tennessee Code Annotated §5-9-109.**

21.2 Applications will be accepted from April 1st through May 1st for Tier 1 applicants, and June 1st through July 1st for Tier 2 applicants.

21.3 Giles County Executive's office will advertise these dates in the local newspaper and online at www.gilescountytn.gov.

21.4 Applicants must use the current year's application as approved by the full Legislative Body which can be obtained from Giles County website www.gilescountytn.gov.

21.5 **Tier 1** applicants include libraries, Rescue Squad, Humane Association (for Animal Shelter services) and Kid's Place (for Sheriff Dept services). Tier 1 applicants are considered during the budget process. Tier 1 applicants must submit 1 print copy and 1 pdf copy of their completed application to the County Executive's office by four o'clock (4:00) p.m. on May 1st. If the 1st falls on a non-business day, then the application deadline will be the next business day following the 1st.

21.6 All other applicants are considered **Tier 2**, funded outside of the budget process through Fund Balance. Tier 2 applicants must submit 1 print copy and 1 pdf copy of their completed application to the County Executive's office by four o'clock (4:00) p.m. on July 1st. If the 1st falls

on a non-business day, then the application deadline will be the next business day following the 1st.

21.7 Consideration of funding will only occur during the normal budget process.

21.8 If the rules of this court are not followed the application WILL NOT be considered.

MISCELLANEOUS - GENERAL QUALIFICATIONS FOR COUNTY OFFICIALS

M.1 County Executive

- Basic qualifications of TCA 8-18-101; and
- Shall be:
 1. A qualified voter of the county;
 2. At least 25 years of age; and
 3. A resident of the county for at least 1 year prior to the date of filing a nominating petition for election to such office.
- Shall continue to reside in the county during the term of office and shall not, during the term of office, hold any other public office for profit. (TCA 5-6-104)

M.2 County Commission

- Basic qualifications of TCA 8-18-101;
- Shall be a resident of the county for one (1) year prior to the date of the qualifying deadline (TCA 5-5-102); and
- Members shall reside within and be a qualified voter of the district represented. (TCA 5-5-102)

M.3 Commissioners of the County Legislative Body and Committee, whose compensation is fixed by law on a per diem basis, are not entitled to receive the per diem compensations unless they have actually attended the meeting.



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 7/1/2026	End Date 6/30/2028	Agency Tracking # 31701-03902	Edison ID N/A		
Grantee Legal Entity Name Giles County Board of Education			Edison Vendor ID 1214		
Subrecipient or Recipient ☒ Subrecipient ☐ Recipient		Assistance Listing Number 97.137 Grantee's fiscal year end – June 30, 2027			
Service Caption (one line only) FFY24 - State and Local Cybersecurity Grant Program					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2027			\$49,999.08		\$49,999.08
TOTAL:					\$49,999.08
Grantee Selection Process Summary					
☒ Competitive Selection					
Tennessee has established a cybersecurity grant planning committee that is composed of at least one-half of the representatives having professional experience relating to cybersecurity or information technology. This committee is responsible for reviewing the applications and deciding on the award amounts based on the NOFO 2024.					
☐ Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					
CPO USE - GG					
Speed Chart (optional) FA00003830		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS
AND
GILES COUNTY BOARD OF EDUCATION**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Strategic Technology Solutions, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County Board of Education hereinafter referred to as the "Grantee," is for the provision of cybersecurity goods and services as a part of the Federal Fiscal Year 2024, State and Local Cybersecurity Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1214

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall complete the awarded cybersecurity projects as described in Attachment Three. These projects may include one or more of the following:
 - a. The Grantee shall utilize cybersecurity awareness training through the statewide contract vendor training solution. The cybersecurity awareness training licensing will be provided to the Grantee in lieu of direct funding. The value of this licensing is \$0.
 - b. The Grantee shall deploy an Endpoint Detection and Response (EDR) solution that shall be installed on their endpoints to address detection and prevention. The EDR solution will be monitored by the software provider for malicious activities and mitigation controls would be put in place to prevent further access into the network and systems. The EDR solution will be provided to the Grantee in lieu of direct funding. Grantee will coordinate with the EDR solution provider to install and implement the EDR solution. The value of this licensing is \$0.
 - c. The Grantee may use funding for another project as named in their application and Attachment Four.
- A.3. Grantee shall be in compliance with the Federal Fiscal Year (FFY) 2024 State and Local Cybersecurity Grant Program (SLCGP) guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee shall ensure all federal funds received through this Grant Contract shall not be used to supplant any funds for local government entities. Grantor will reimburse the Grantee in accordance with Sections C.6. and C.7. of this Grant Contract.
- A.5. Grantee shall complete an annual Nationwide Cybersecurity Review (NCSR) assessment throughout the term of this Grant Contract.
- A.6. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.
- A.8. Incorporation of Grantor Award Letter. The Grantor award letter, which appears as Attachment Three, is incorporated in this Grant Contract.

- A.9. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment Four) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on July 1, 2026 ("Effective Date") and ending on June 30, 2028, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed forty nine thousand nine hundred ninety nine dollars and 08 cents (\$49999.08) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Finance and Administration
 Strategic Technology Solutions
 21st Floor WRS TN Tower
 312 Rosa L. Parks Avenue
 Nashville, TN 37243
Billing.Services@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Finance and Administration, Strategic Technology Solutions.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Grant Budget and Revisions to Grant Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.

- a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
- b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
- c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

CyberSafeTN Grant Team
 Department of Finance & Administration, Strategic Technology Solutions
 901 Rep. John Lewis Way, N., Nashville, TN 37243
CyberSafeTN@tn.gov

The Grantee:

Vickle Beard
 Beth Moore-Summers
 Giles County Board of Education
 270 Richland Drive Pulaski, TN 38478
vbeard@gcboe.us; bmsummers@gilescountyttn.gov
 Telephone #: 931-363-4558 ext 2123

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate or suspend this Grant Contract upon written notice to the Grantee. The State's right to terminate or suspend this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination or suspension date but shall not be entitled to compensation for any services performed subsequent to termination date or during a period of suspension. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17")

in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management

and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.eoif.gov/col-bin/text-idx?SID=c6b2f053952359aeb4470a03a7c1a975&tpl=/col-bin/se/Title02/2cfr200_main_02.inl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Family Educational Rights and Privacy Act & Tennessee Data Accessibility, Transparency and Accountability Act. The Grantee shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232(g)) and its accompanying regulations (34 C.F.R. § 99) ("FERPA"). The Grantee warrants that the Grantee is familiar with FERPA requirements and that it will comply with these requirements in the performance of its duties under this Grant Contract. The Grantee agrees to cooperate with the State, as required by FERPA, in the performance of its duties under this Grant Contract. The Grantee agrees to maintain the confidentiality of all education records and student information. The Grantee shall only use such records and information for the exclusive purpose of performing its duties under this Grant Contract. The obligations set forth in this Section shall survive the termination of this Grant Contract.

The Grantee shall also comply with Tenn. Code Ann. § 49-1-701, *et seq.*, known as the "Data Accessibility, Transparency and Accountability Act," and any accompanying administrative rules or regulations (collectively "DATAA"). The Grantee agrees to maintain the confidentiality of all records containing student and de-identified data, as this term is defined in DATAA, in any databases, to which the State has granted the Grantee access, and to only use such data for the exclusive purpose of performing its duties under this Grant Contract.

Any instances of unauthorized disclosure of data containing personally identifiable information in violation of FERPA or DATAA that come to the attention of the Grantee shall be reported to the State within twenty-four (24) hours.

- E.3. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the

Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.

- E.4. Grantee Participation. Grantee Participation amounts detailed in the Grant Budget are intended as a goal for the total project, and the amount of actual Grantee Participation expenditures will not impact the maximum amounts reimbursable to the Grantee as detailed by the Grant Budget column, "Grant Contract."
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. **Reporting of Total Compensation of the Grantee's Executives.**
 - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenue from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
 - (2) As defined in 2.C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions. Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements. Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.7. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.8. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F.R. § 60-1.4 as that section is amended from time to time during the term.
- E.9. Americans with Disabilities Act. The Grantee must comply with the Americans with Disabilities Act (ADA) of 1990, as amended, including implementing regulations codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities," and any other laws or regulations governing the provision of services to persons with a disability, as applicable. For more information, please visit the ADA website: <http://www.ada.gov>.
- E.10. Access to Records.
- a. The Grantee agrees to provide the State, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly pertinent to this Grant Contract for purposes of making audits, examinations, excerpts, and transcriptions.
 - b. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c. The Grantee agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Grant Contract.
 - d. In Compliance with the Disaster Recovery Act of 2018, the State and the Grantee acknowledge and agree that no language in this Grant Contract is intended to prohibit the audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- E.11. No Obligation by Federal Government. The Federal Government is not a party to this Grant Contract and is not subject to any obligations or liabilities to the non-Federal entity, Grantee, or any other party pertaining to any matter resulting from the Grant Contract.
- E.12. Compliance with The False Claims Act. The Grantee acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Grantee's actions pertaining to this Grant Contract.
- E.13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As

described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

IN WITNESS WHEREOF,

GILES COUNTY BOARD OF EDUCATION:

Vickie M. Beard

Director of Schools

08/11/2026

GRANTEE SIGNATURE

DATE

Vickie M. Beard

Director of Schools

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

FINANCE AND ADMINISTRATION, STRATEGIC TECHNOLOGY SOLUTIONS:

JAMES E. BRYSON, COMMISSIONER

DATE

John Moore Sumner

8/14/2026

ATTACHMENT ONE

GRANT BUDGET				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 7/1/2026 END: 6/30/2028				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	49999.08	0.00	49999.08
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	49999.08	0.00	49999.08

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/general-services/procurement/central-procurement-office-cpo-library.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT ONE

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Giles County Cyber Security Modernization	49999.08
TOTAL	49999.08

ATTACHMENT TWOFederal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County Board of Education
Subrecipient's Unique Entity Identifier (SAM)	GYWYBP2K7AU4
Federal Award Identification Number (FAIN)	EMW-2024-CY-05007
Federal award date	12/13/2024
Subaward Period of Performance Start and End Date	7/1/2026 - 6/30/2028
Subaward Budget Period Start and End Date	7/1/2026 - 6/30/2028
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.137 State and Local Cybersecurity Grant Program
Grant contract's begin date	7/1/2026
Grant contract's end date	6/30/2028
Amount of funds obligated by this grant contract	49999.08
Total amount of federal funds obligated to the subrecipient	34999.28
Total amount of the federal award to the pass-through entity (Grantor State Agency)	14999.80
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	SLCGP 2024
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate 500 C Street, SW Washington, DC 20528 Telephone#: (866) 927-5646
Name of pass-through entity	Tennessee Department of Finance and Administration, Strategic Technology Solutions
Name and contact information for the pass-through entity awarding official	Curtis Clan, Chief Information Security Officer Finance and Administration, Strategic Technology Solutions 901 Rep. John Lewis Way N. Nashville, TN 37243 Telephone#: (615) 741-9109 Curtis.Clan@tn.gov

Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

ATTACHMENT THREE

April 23, 2026

Subject: Fiscal Year 2024 (Year 3) DHS State and Local Cybersecurity Grant
Program (SLCGP) Funding Selection

Dear Giles County Board of Education,

Tennessee's SLCGP is pleased to inform you that your organization's application has been selected for funding through the DHS State and Local Cybersecurity Grant Program. The tables below outline your recommended funding by managed services requested, proposed projects by project title, and project funds requested.

Managed Services	Requested Licenses	Awarded Licenses
End User Cybersecurity Awareness Training (InfoSec IQ)	0	0
Endpoint Detection and Response (CrowdStrike)	0	0

In lieu of direct funding, the managed services and quantity of licenses in the table above shall be provided on behalf of the State of Tennessee and shall not be purchased separately by your organization (the recipient). The awarded licensing shall only be deployed once a signed Grant contract between the State of Tennessee and the recipient is executed.

Projects Approved

#	Project Title	Funds Requested	Funds Recommended for Award
1	Giles County Cyber Security Modernization	\$49,999.08	\$49,999.08
Total Funds Requested		\$49,999.08	
Total Recommended Award Amount			\$49,999.08

To facilitate a smooth and timely award process, TN SLCGP Grants Contract recipients must sign the Local Consent Form and Title VI Self Survey Form to receive funds. Forms are attached to this email. Please complete, sign and return via email to CyberSafeTN@TN.gov as soon as possible.

Please note that this communication is not the TN SLCGP Grant Contract, it is an award recommendation notification. TN SLCGP will contact you with the TN SLCGP Grant Contract to sign sent through Adobe Sign and provide other important information and instructions to fully implement your funded projects and/or managed services which include:

Managed Services License acquisition instructions
Invoice Workbook and billing/reimbursement instructions
Recipient Reporting Requirements

If you have any questions or concerns regarding this correspondence and/or process, please contact CyberSafeTN@TN.gov.

Project Title: Giles County Cyber Security Modernization

Total Project Costs: \$49,999.08

Project Description: By implementing trend micro's endpoint security, server security, and cyber risk exposure management (CREM), Giles County will be able to rapidly detect not only immediate malicious activity on our critical infrastructure but also have a thorough understanding of our risks in real time. CREM acts as a vulnerability scanner that detects active and highly exploitable CVEs, suspicious/malicious user behavior, risky cloud application usage, and correlates this data into an easy and intuitive dashboard, allowing our team to address these issues quickly and efficiently while remediating immediately.

Currently, Giles County is utilizing WebRoot for basic anti-virus capabilities. Vulnerabilities, user activity, and correlation of these events are not included within their capabilities. This leaves the school system in a constant state of guessing where our risk sits at any given time, resulting in missed detections and increased response time for security related issues.

This project implements a unified Trend Micro security framework to protect endpoints, servers, and cloud workloads while providing full visibility into cyber risk exposure. Together with Cyber Risk Exposure Management (CREM), the project enables continuous discovery of assets, prioritization of vulnerabilities, and actionable insights to reduce the attack surface. The combined platform strengthens organizational security posture, improves threat detection and response, and supports compliance through centralized management and risk reporting.

Needs and Gaps Addressed by the Project

- Outdated or insufficient endpoint protection, leaving staff devices vulnerable to malware, ransomware, and phishing attacks.
- Lack of robust server security controls, including intrusion prevention, virtual patching, integrity monitoring, and cloud workload protection.
- Limited visibility into the organization's total attack surface, including unmanaged or misconfigured assets.
- No centralized system for identifying and prioritizing vulnerabilities, resulting in delayed or inconsistent remediation.
- Fragmented security data and monitoring tools, reducing the effectiveness of threat detection and incident investigation.
- Reactive rather than proactive security posture, with minimal ability to assess exposure before an attack occurs.
- Insufficient cybersecurity training for IT staff, particularly in using advanced security tools and interpreting risk insights.
- Absence of structured incident response exercises, leaving teams unprepared for ransomware, zero-day, or cloud compromise scenarios.
- Challenges meeting compliance and regulatory requirements due to limited reporting, monitoring, and auditing capabilities.

- Inconsistent patch and configuration management, increasing exposure to exploitable vulnerabilities.
- No unified risk scoring or cyber risk measurement framework, making it difficult for leadership to understand and prioritize threats.

The district's Technology Department, led by the Director of IT, will manage all aspects of the project. This includes coordinating with school administrators, implementing security tools across devices and servers, and ensuring ongoing monitoring and support for staff and students.

Account # Code	Description	Debit	Credit
Fund 141	General Purpose School		
	State Special Education Preschool Grant		
71200-163-SPPRK	Educational Assistants		26,718.00
71200-201-SPPRK	Social Security		1,657.00
71200-204-SPPRK	State Retirement		2,314.00
71200-207-SPPRK	Medical Insurance		15,186.00
71200-212-SPPRK	Employer Medicare		388.00
71200-312-SPPRK	Contracts with Private Agencies		11,102.70
46515-SPPRK	Early Childhood Education	57,365.70	
	LEAPs to align with State		
73300-116	Teachers		137,392.00
73300-163	Educational Assistants		6,649.00
73300-201	Social Security		8,930.42
73300-204	State Retirement		10,236.37
73300-212	Employer Medicare		2,088.70
73300-355	Travel		24.40
73300-429	Instructional Supplies & Materials		8,432.11
73300-499	Other Supplies and Materials		3,000.00
73300-524	In Service/Staff Development	693.00	
73300-599	Other Charges	60.00	
46590	Other State Education Funds	176,000.00	
	Innovative School Models		
	Elkton Elementary School		
71300-429-ISM	Instructional Supplies & Materials		2,000.00
71300-429-C-ISM	Instructional Supplies & Materials - Consumables		3,400.00
71300-471-ISM	Software		2,500.00
71300-730-ISM	Vocational Instruction Equipment		4,650.00
72130-524-ISM	In-Service/Staff Development		431.18
	Minor Hill School		
71100-722-ISM	Regular Instruction Equipment		20,000.00
71300-116-ISM	Teachers		14,225.00
71300-201-ISM	Social Security		881.95
71300-204-ISM	State Retirement		1,159.34
71300-207-ISM	Medical Insurance		2,172.00
71300-212-ISM	Employer Medicare		206.26
71300-217-ISM	Retirement - Hybrid Stabilization		120.91
71300-429-ISM	Instructional Supplies & Materials		100,000.00
71300-429-C-ISM	Instructional Supplies & Materials - Consumables		5,000.00
71300-471-ISM	Software		6,000.00
71300-499-ISM	Other Supplies & Materials		10,000.00
71300-730-ISM	Vocational Instruction Equipment		34,517.13
72130-524-ISM	In-Service/Staff Development		4,000.00
	Bridgeforth Middle School		
71100-722-ISM	Regular Instruction Equipment		3,240.93
71300-429-ISM	Instructional Supplies & Materials		610.00
71300-429-C-ISM	Instructional Supplies & Materials - Consumables		1,800.00
71300-471-ISM	Software		200.00
71300-730-ISM	Vocational Instruction Equipment		3,250.00
	Giles County High School		
71300-399-ISM	Other Contracted Services		66,500.00

71300-429-ISM	Instructional Supplies & Materials	1,000.00
71300-429-C-ISM	Instructional Supplies & Materials - Consumables	1,034.22
71300-471-ISM	Software	1,000.00
71300-730-ISM	Vocational Instruction Equipment	1,000.00
72130-123-ISM	Guidance Personnel	17,306.00
72130-201-ISM	Social Security	1,072.97
72130-204-ISM	State Retirement	1,098.93
72130-207-ISM	Medical Insurance	2,172.00
72130-212-ISM	Employer Medicare	250.94
72130-524-ISM	In-Service/Staff Development	1,500.00
76100-304-ISM	Architects	6,552.08
76100-706-ISM	Building Construction	71,000.00

Richland School

71100-722-ISM	Regular Instruction Equipment	15,000.00
71300-116-ISM	Teachers	16,392.00
71300-201-ISM	Social Security	1,016.30
71300-204-ISM	State Retirement	1,040.89
71300-207-ISM	Medical Insurance	4,216.50
71300-212-ISM	Employer Medicare	237.68
71300-429-ISM	Instructional Supplies & Materials	85,278.06
71300-429-C-ISM	Instructional Supplies & Materials - Consumables	2,000.00
71300-471-ISM	Software	3,800.00
71300-730-ISM	Vocational Instruction Equipment	8,500.00
72130-524-ISM	In-Service/Staff Development	4,000.00

46790-ISM	Other Vocational	533,333.27
-----------	------------------	------------

TN Tutoring Grant

71100-189-TUTOR	Other Salaries & Wages	66,048.00
71100-201-TUTOR	Social Security	4,094.98
71100-204-TUTOR	State Retirement	5,319.76
71100-212-TUTOR	Employer Medicare	957.70
71100-217-TUTOR	Retirement - Hybrid Stabilization	400.00
71100-499-TUTOR	Other Supplies & Materials	1,239.56
46590-TUTOR	Other State Education Funds	78,060.00

Career & Technical Education Program

72230-320	Dues & Memberships	500.00
72230-355	Travel	500.00

846,011.97	846,011.97
-------------------	-------------------

County Executive

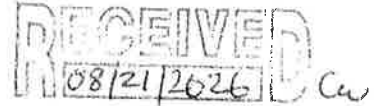
Attest:

County Clerk

Sponsor:

Judy Pruett

RESOLUTION NO. 2026- 59



**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE, AUTHORIZING THE
APPROVAL OF SURETY BONDS FOR OTHER COUNTY OFFICIALS AND COUNTY EMPLOYEES
REQUIRED TO HAVE BONDS AND TO APPROVE SURETY BONDS FOR OTHER COUNTY
OFFICIALS AND COUNTY EMPLOYEES**

WHEREAS, state law requires county officials and county employees to furnish an official bond upon their undertaking their duties of office; and

WHEREAS, the officials and employees duly executed their bonds and said bonds should be approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

SECTION ONE: That the bonds and the amounts of the other officials and county employees of Giles County, Tennessee are hereby approved and that payment of the same be paid from the funds of the 2023-2024 General Fund Budget.

SECTION TWO: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this 21st day of September 2026.

County Executive

ATTEST:

County Clerk

Sponsor

Surety Bond Resolution



Local Government Property Casualty Fund
226 Anne Dallas Dudley Blvd, Suite 212, Nashville, TN 37219

8-25-26 WK

General Change Endorsement

Prepared For: Giles County
Policy Term: July 1, 2026 to July 1, 2027
Endorsement Effective: July 1, 2026

Member #: LGPCF-0060
Endorsement Number: CEO-0001

This endorsement changes the Coverage Document. Please read it carefully.

The following changes are made to the Coverage Document and are subject to the terms, conditions, exclusions, and limits of the Coverage Document.

Change:

With respect to Part II - G - Crime Coverage Agreements, it is hereby understood and agreed that the following Elected or Appointed Official(s) are covered for Employee Dishonesty -Faithful Performance with a limit of \$400,000 per occurrence:

Assessor of Property
Circuit Court Clerk
Commissioner/Receiver
Clerk & Master
Coroner/Medical Examiner
County Clerk
Director of Finance
Highway Chief
Administrative Officer
Mayor/County Executive
Register of Deeds
Sheriff

LOCAL GOVERNMENT PROPERTY AND CASUALTY FUND

By:

David Seivers

David Seivers

President, Chief Executive Officer

Coverage Period 12:01 a.m. July 1, 2026 to 12:01 a.m. July 1, 2027

RESOLUTION NO. 2026- 60



**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE, AUTHORIZING THE
APPROVAL OF SURETY BONDS FOR OTHER COUNTY OFFICIALS AND COUNTY EMPLOYEES
REQUIRED TO HAVE BONDS AND TO APPROVE SURETY BONDS FOR OTHER COUNTY
OFFICIALS AND COUNTY EMPLOYEES**

WHEREAS, state law requires county officials and county employees to furnish an official bond upon their undertaking their duties of office; and

WHEREAS, the officials and employees duly executed their bonds and said bonds should be approved by the Governing Body.

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

SECTION ONE: That the bonds and the amounts of the other officials and county employees of Giles County, Tennessee are hereby approved and that payment of the same be paid from the funds of the 2023-2024 General Fund Budget.

SECTION TWO: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this 21st day of September 2026.

County Executive

ATTEST:

County Clerk

Sponsor

Surety Bond Resolution

SURETY'S BOND NO. 66478722

STATE OF TENNESSEE
COUNTY OF GILES COUNTY
OFFICIAL STATUTORY BOND
FOR
COUNTY PUBLIC OFFICIALS
OFFICE OF GILES COUNTY TRUSTEE

RECEIVED
8/21/2026

KNOW ALL MEN BY THESE PRESENTS:

That TONY LEON RISNER of PULASKI (City or Town),
County of Giles Tennessee, as Principal, and Auto-Owners (Mutual) Insurance Company
as Surety, are held and firmly bound unto **THE STATE OF TENNESSEE** in the full amount of
Two Million Dollars (\$ 2,000,000.00) lawful money of the
United States of America for the full and prompt payment whereof we bind ourselves, our representatives, successors and assigns,
each jointly and severally, firmly and unequivocally by these presents.

WHEREAS, The said Principal was duly X elected appointed to the office of GILES COUNTY TRUSTEE of and
for GILES COUNTY County for the 4 year term beginning on the 1st day of September, 2026 and ending on
the 1st day of September, 2030.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH:

That if the said TONY LEON RISNER, Principal, shall:

1. Faithfully perform the duties of the office of GILES COUNTY TRUSTEE of GILES COUNTY
County during such person's term of office or his continuance therein; and,
2. Pay over to the persons authorized by law to receive them, all moneys, properties, or things of value that may come into such
Principal's hands during such Principal's term of office or continuance therein without fraud or delay, and shall faithfully and
safely keep all records required in such Principal's official capacity, and at the expiration of the term, or in case of resignation
or removal from office, shall turn over to the successor all records and property which have come into such Principal's hands,
then this obligation shall be null and void; otherwise to remain in full force and effect.

WITNESS our hands and seals this 18th day of August, 2026.

WITNESS - ATTEST:

Carol H Wade

PRINCIPAL: TONY LEON RISNER

Tony Leon Risner

COUNTERSIGNED BY:

Barry C Alsup
Tennessee Resident Agent ALSUP, BARRY C

SURETY: Auto-Owners (Mutual) Insurance Company

by: Niki Conway
Niki Conway, Attorney-in-Fact

(Attach evidence of authority to execute bond)



ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF TENNESSEE

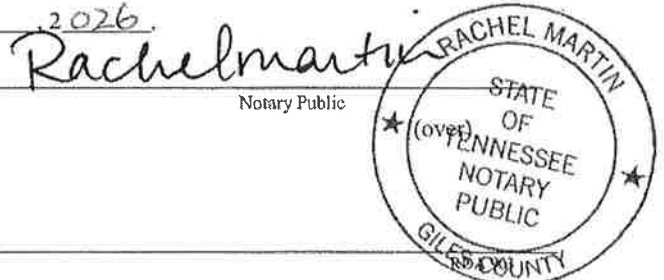
COUNTY OF Giles

Before me, a Notary Public, of the State and County aforesaid, personally appeared Tony Leon Risner
to me known (or proved to me on the basis of satisfactory evidence) to be the individual described in the foregoing bond as
Principal, and who, upon oath acknowledged that such individual executed the foregoing bond as such individual's free act
and deed.

Witness my hand and seal this 21st day of August, 2026.

My Commission Expires:

4-22, 2030.



ACKNOWLEDGEMENT OF SURETY

STATE OF Michigan
 COUNTY OF Eaton

Before me, a Notary Public, of the State and County aforesaid, personally appeared Niki Conway with whom I am personally acquainted and, who, upon oath, acknowledged himself/herself to be the individual who executed the foregoing bond on behalf of Auto-Owners (Mutual) Insurance Company, the within named Surety, a corporation duly licensed to do business in the State of Tennessee, and that he/she as such individual being authorized so to do, executed the foregoing bond on behalf of the Surety, by signing the name of the corporation by himself/herself as such individual.

Witness my hand and seal this 18th day of August, 2026.

My Commission Expires:

January 26th, 2029.

Jeffrey P. Many Notary Public



APPROVAL AND CERTIFICATION

SECTION I. (Applicable to all County Officials except County Executive/Mayor and Clerks of all Courts)

Bond and Sureties approved by _____, County Executive/Mayor of _____
 County, on this _____ day of _____, 20____.

Signed:

 County Executive/Mayor

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the County Executive/Mayor of said county, on the _____ day of _____, 20____.

Signed:

 County Clerk

SECTION II. (Applicable to County Executive/Mayor)

Bond and Sureties approved by _____, Judge of the General Sessions Court (First Division) of _____ County, on this _____ day of _____, 20____.

Signed:

 Judge of the General Sessions Court (First Division)

CERTIFICATION:

I, _____, County Clerk of _____ County, hereby certify that the foregoing bond was approved by the Judge of the General Sessions Court (First Division) of said county, on the _____ day of _____, 20____.

Signed:

 County Clerk

SECTION III. (Applicable to all Clerks of all Courts)

CERTIFICATION:

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof and that the same has been entered upon the minutes of said court.

Signed:

Judge of the _____ Court of and for said County on
this _____ day of _____, 2_____

SECTION IV. (Applicable to all County Officials' Bonds)
FOR USE BY REGISTER OF DEEDS

SECTION V. (Applicable to all County Officials Bonds)

ENDORSEMENT:

Filed with the Office of the County Clerk, County of _____, this _____ day of _____, 2_____

Signed:

County Clerk

Form Prescribed by the Comptroller of the Treasury, State of Tennessee
Form Approved by the Attorney General, State of Tennessee

NOTICE OF PRIVACY PRACTICES

What We Do To Protect Your Privacy

At Auto-Owners Insurance Group*, we value your business and we want to retain your trust. In the course of providing products and services, we may obtain nonpublic personal information about you. We assure you that such information is used only for the purpose of providing our products and services to you.

Protecting Confidentiality

Our agents and Company associates may have access to nonpublic personal information only for the purpose of providing our products or services to you. We maintain physical, electronic and procedural safeguards against unauthorized use of your nonpublic personal information.

Information We Obtain

To assist in underwriting and servicing your policy, we may obtain nonpublic personal information about you. For example, we routinely obtain information through applications, forms related to our products or services, from visiting www.auto-owners.com, and your transactions with us. We may obtain such information from our affiliates, independent insurance agents, governmental agencies, third parties, or consumer reporting agencies.

The type of information that we collect depends on the product or service requested, but may include your name, address, contact information, social security number, credit history, claims history, information to properly investigate and resolve any claims, or billing information. We may obtain your medical history with your permission. The nature and extent of the information we obtain varies based on the nature of the products and services you receive.

The Internet and Your Information

If you would like to learn about how we gather and protect your information over the Internet, please see our online privacy statement at www.auto-owners.com/privacy.

Generally, Auto-Owners may use cookies, analytics, and other technologies to help us provide users with better service and a more customized web experience. Our business partners may use tracking services, analytics, and other technologies to monitor visits to www.auto-owners.com. The website may use web beacons in addition to cookies. You may choose to not accept cookies by changing the settings in your web browser.

Information obtained on our websites may include IP address, browser and platform types, domain names, access times, referral data, and your activity while using our site; who should use our web site; the security of information over the Internet; and links and co-branded sites.

Limited Disclosure

Auto-Owners Insurance Group companies do not disclose any nonpublic personal information about their customers or former customers except as permitted by law. We do not sell your personal information to anyone. We do not offer an opportunity for you to prevent or "opt out of" information sharing since we only share personal information with others as allowed by law.

When sharing information with third parties to help us conduct our business, we require them to protect your personal information. We do not permit them to use or share your personal information for any purpose other than the work they are doing on our behalf or as required by law.

The types of information disclosed may include personal information we collect as necessary to service your policy or account, investigate and pay claims, comply with state and federal regulatory requests or demands, and process other transactions that you request. Third parties that receive disclosures may include your independent agent, regulators, reinsurance companies, fraud prevention agencies, or insurance adjusters.

How Long We Retain Your Information

We generally retain your information as long as reasonably necessary to provide you services or to comply with applicable law and in accordance with our document retention policy. We may retain copies of information about you and any transactions or services you have used for a period of time that is consistent with applicable law, applicable statute of limitations or as we believe is reasonably necessary to comply with applicable law, regulation, legal process or governmental request, to detect or prevent fraud, to collect fees owed, to resolve disputes, to address problems with our services, to assist with investigations, to enforce other applicable agreements or policies or to take any other actions consistent with applicable law.

In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows Auto-Owners to keep the transaction or engagement data.

Changes to the Privacy Policy

We will provide a notice of our privacy policy as required by law. This policy may change from time to time, but you can always review our current policy by visiting our website at www.auto-owners.com/privacy or by contacting us.

Contact Us

Auto-Owners Insurance Company
Phone: 844-359-4595 (toll free)
Email: privacyrequest@aoins.com

*Auto-Owners Insurance Group includes, Auto-Owners Insurance Company, Auto-Owners Life Insurance Company, Home-Owners Insurance Company, Owners Insurance Company, Property-Owners Insurance Company and Southern-Owners Insurance Company.

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS (MUTUAL) INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66478722

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly
Brandi Holly Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires January 26th, 2029.

Jeffrey P. Many
Jeffrey P. Many

Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of August, 2026.

William F. Woodbury
William F. Woodbury, First Vice President, Secretary and General Counsel

